



135104 E.S. 10-28-98

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

DEC 28 1998

REPLY TO THE ATTENTION OF:

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Peter M. Friedman  
Burke, Weaver and Prell  
55 West Monroe Street  
Suite 800  
Chicago, Illinois 60603

Re: Lake Salvage, No. V-W-99-C-512

Dear Mr. Friedman:

Enclosed please find an executed copy of the Settlement Agreement issued for this Site pursuant to Section 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9622. It is my understanding that you will distribute copies of this Order to the other Respondents. Thank you for your cooperation in this matter.

As required by Section 122(i)(1) of CERCLA, 42 U.S.C. § 9622(i)(1), the United States Environmental Protection Agency (U.S. EPA) published a Federal Register notice on November 12, 1998, offering an opportunity for public comment on this Agreement. U.S. EPA did not receive any public comments, and U.S. EPA therefore has no reason to require modifications or to withdraw from the Agreement. With the provision of this notice, the Agreement is final and effective. The effective date of the Agreement is the date of this letter.

If you have any questions regarding this Agreement, please contact Thomas Krueger, Assistant Regional Counsel, at (312) 886-0562.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Wm. E. Muno".

William E. Muno, Director  
Superfund Division

Enclosure

**SETTLEMENT AGREEMENT  
REGARDING PAST RESPONSE COSTS,  
RELEASES AND OTHER MATTERS  
RELATING TO THE LAKE SALVAGE SITE IN  
CHICAGO, ILLINOIS**

**DATED AS OF  
OCTOBER 8, 1998**

**SETTLEMENT AGREEMENT  
REGARDING PAST RESPONSE COSTS,  
RELEASES AND OTHER MATTERS  
RELATING TO THE LAKE SALVAGE SITE IN  
CHICAGO, ILLINOIS**

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**SETTLEMENT AGREEMENT  
REGARDING PAST RESPONSE COSTS  
AT THE LAKE SALVAGE SITE IN  
CHICAGO, ILLINOIS**

IN THE MATTER OF:	)	AGREEMENT FOR RECOVERY
	)	OF PAST RESPONSE COSTS
LAKE SALVAGE SITE	)	
CHICAGO, COOK COUNTY, ILLINOIS	)	U.S. EPA Region V
	)	CERCLA Docket No. <b>V-W-99-C-512</b>
Alex Simkin; Irwin Simkin; Edward Simkin;	)	
Litton Systems, Inc.; MagneTek, Inc.; and	)	PROCEEDING UNDER SECTIONS
Philips Electronics North	)	107, 113 and 122(h)(1) OF CERCLA,
America Corporation,	)	42 U.S.C. §§ 9607, 9613 and 9622(h)(1)
	)	
Settling Parties.	)	

**I. JURISDICTION**

1. This Agreement is entered into pursuant to (i) the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D, and to the Director of the Region 5 Superfund Division by Regional Delegation 14-14-d; and (ii) Sections 107 and 113 of CERCLA, 42 U.S.C §§ 9607 and 9613, and all other applicable provisions of CERCLA necessary to give effect to the terms and conditions contained herein.

2. This Agreement is made and entered into by EPA and (i) Alex Simkin; (ii) Irwin Simkin; (iii) Edward Simkin; (iv) Litton Systems, Inc., a Delaware corporation ("Litton"); (v) MagneTek, Inc., a Delaware corporation ("MagneTek"); and (vi) Philips Electronics North America Corporation, a Delaware corporation, including its division known as Advance Transformer Co. ("Philips"). (Alex Simkin, Irwin Simkin, Edward Simkin, Litton, MagneTek, and Philips hereinafter sometimes collectively referred to as the "Settling Parties.") Each Settling Party consents to and will not contest EPA's jurisdiction, authority, or right to enter into this Agreement or to implement or enforce its terms. Each Settling Party consents to and will not contest any other Settling Party's authority or right to enter into this Settlement Agreement or to implement or enforce its terms.

**II. BACKGROUND**

3. This Agreement concerns the Lake Salvage Site located in Chicago, Cook County, Illinois, and more specifically described in Section III. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. EPA alleges that, in response to the release or threatened release of hazardous substances at or from the Site, EPA undertook certain response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. These response actions included a removal action in April 1994 and subsequent oversight of the removal conducted by Litton at the Site pursuant to the EPA order referred to Paragraph 6 below. As a result of these response actions, EPA asserts that

it has incurred certain unreimbursed response costs at the Site. EPA alleges that the Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and that they are jointly and severally liable for such unreimbursed response costs incurred at or in connection with the Site.

5. The Superfund Division Director of EPA Region Five, has determined that the total past and projected response costs of the United States that EPA alleges that it has incurred at or in connection with the Site will not exceed \$500,000, excluding interest.

6. In September 1994, the EPA issued an Administrative Order By Consent pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a) (the "EPA Order") requiring and authorizing Litton to conduct specific, limited environmental removal and sampling activities on the Site and to reimburse the EPA for certain costs pursuant to the EPA Order. Litton has completed and complied with all of its response action obligations under the EPA Order. EPA acknowledges and agrees that upon the payment of EPA Past Response Costs pursuant to Paragraph 11, with the exception of certain specified document retention obligations, Litton will have completed and complied with all of its obligations under the EPA Order, including specifically, but without limitation, Litton's obligations under Section VII of the EPA Order.

7. In addition to EPA's claims against the Settling Parties, the Settling Parties may have claims or causes of action pursuant to CERCLA, now or in the future, for the recovery of unreimbursed response costs that they may have incurred at the Site, either individually or collectively, including specifically, but without limitation, response costs that Litton may have incurred pursuant to the EPA Order.

8. EPA and the Settling Parties desire to resolve any and all actual or alleged civil liability for all past response costs and liability incurred by EPA or any of the Settling Parties without litigation and without the admission or adjudication of any issue of fact or law.

### **III. PARTIES BOUND**

9. This Agreement shall be binding upon EPA and upon the Settling Parties, and their respective heirs, successors, and permitted assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party on behalf of whom he or she has signed.

### **IV. DEFINITIONS**

10. Unless otherwise expressly provided herein, terms used in this Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between any term or condition of this Agreement and any term or condition of any appendix to this Agreement, the term or condition of this Agreement shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, when the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next regular work day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

e. "EPA Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA has paid or incurred at or in connection with the Site through the Effective Date of this Agreement, which amount shall be deemed to include accrued Interest on all such costs through such date.

f. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

g. "Litton Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that Litton has paid or incurred at or in connection with the Site through the Effective Date of this Agreement.

h. "Paragraph" shall mean a portion of this Agreement identified by an arabic numeral or a lower case letter.

i. "Parties" shall mean EPA and the Settling Parties.

j. "Section" shall mean a portion of this Agreement identified by a roman numeral.

k. "Settling Parties" shall mean Alex Simkin; Irwin Simkin; Edward Simkin; Litton Systems, Inc., a Delaware corporation; MagneTek, Inc., a Delaware corporation; and Philips Electronics North America Corporation, a Delaware corporation, including its division known as Advance Transformer Co.

l. "Site" shall mean the Lake Salvage Superfund Site, encompassing approximately 10,000 square feet and commonly known at 2531-2537 West Lake Street, Chicago, Cook County, Illinois, and legally described in Appendix A attached hereto and incorporated herein.

m. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

n. "EPA Order" shall mean that certain Administrative Order By Consent issued in September 1994 for the Site by the EPA against Litton pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), Docket No. V-W-94-C-256.

## **V. REIMBURSEMENT OF RESPONSE COSTS**

11. Within 30 days of the effective date of this Agreement, the Settling Parties shall pay to the EPA Hazardous Substance Superfund \$77,785.15 in reimbursement of all EPA Past Response Costs. This payment shall be made by the Settling Parties in the respective amounts set forth in Appendix B hereto.

12. Payments shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID Number "ZJ", and the EPA docket number for this action.

#### **VI. FAILURE TO COMPLY WITH AGREEMENT**

13. In the event that any payment required by Paragraph 11 is not made when due, Interest shall continue to accrue on the unpaid balance through the date of payment.

14. If any amounts due to EPA under Paragraph 11 are not paid by the required date, Settling Parties shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 13, \$500 per violation per day that such payment is late.

15. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made in accordance with Paragraphs 11 and 12.

16. Penalties shall accrue as provided above regardless of whether EPA has notified the Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after performance is due, or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

17. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Agreement, any Settling Party who fails or refuses to comply with any term or condition of this Agreement shall be subject to enforcement action pursuant to Section 122(h) (3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

18. The obligations of Settling Parties to pay amounts owed to EPA under this Agreement are joint and several. In the event of the failure of any one or more Settling Parties to make the payments required under this Agreement, the remaining Settling Parties shall be responsible for such payments.

19. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement.

#### **VII. COVENANT NOT TO SUE BY EPA**

20. In consideration of its receipt of \$77,785.15 as provided in Paragraph 11, and except as specifically provided in Paragraph 21 (Reservations of Rights by EPA), EPA covenants not to sue or to take any other legal or administrative action against the Settling Parties or any one or more of them, or any of their heirs, successors, or assigns to recover EPA Past Response Costs. The protections and covenants of this Agreement shall also apply to any liability of Litton Industries, Inc., to the extent that any such liability is based on or arises out of the alleged liability of Litton. This covenant shall take effect upon this Agreement taking effect pursuant to Paragraph 36. This covenant not to sue is conditioned upon the satisfactory performance by the Settling Parties of their

obligations under this Agreement. This covenant not to sue extends only to the Settling Parties and their heirs, successors, and assigns, and does not extend to any other person.

#### **VIII. RESERVATIONS OF RIGHTS BY EPA**

21. The covenant not to sue by EPA set forth in Paragraph 20 does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Agreement is without prejudice to, all rights against Settling Parties with respect to all other matters, including but not limited to:

- a. liability for failure of Settling Parties to meet a requirement of this Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of EPA Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606, other than with respect to the EPA Order;
- d. Criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

22. Nothing in this Agreement is intended to be, nor shall it be construed as, a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation, or other entity not a signatory to this Agreement.

#### **IX. COVENANT NOT TO SUE BY SETTLING PARTIES**

23. The Settling Parties agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to EPA Past Response Costs or this Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of the response actions at the Site for which the EPA Past Response Costs were incurred; and
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to EPA Past Response Costs.

24. Nothing in this Agreement shall be deemed to constitute approval or pre-authorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).



**X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION/RELEASE**

25. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. EPA and the Settling Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

26. EPA and Settling Parties agree that the actions undertaken by the Settling Parties in accordance with this Agreement do not constitute an admission of any liability by any Settling Party. The Settling Parties do not admit, and retain the right to contest in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section II of this Agreement.

27. The Parties agree that the Settling Parties are entitled to, and shall be deemed to have as of the effective date of this Agreement, protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are EPA Past Response Costs and Litton Past Response Costs.

28. Each Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify EPA in writing not later than 60 days prior to the initiation of such suit or claim. Each Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within 10 days of service or receipt of any motion for summary judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Agreement.

29. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, the Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Paragraph 20.

30. In consideration of the payments made to EPA pursuant to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, each of the Settling Parties ("Releasor") does hereby for itself and its respective officers, shareholders, employees, agents, attorneys, successors and assigns (collectively "Releasor's Related Parties"), remise, release and forever discharge each and all of the other Settling Parties ("Releasees") and their respective officers, shareholders, employees, agents, attorneys, successors, and assigns ("Releasees' Related Parties") of and from all manner of actions, causes of action, suits, damages, judgments, executions, claims and demands whatsoever, in law and in equity, that Releasor or Releasor's Related Parties now have, ever have had, or hereafter shall, may, or could have against Releasees and Releasees' Related Parties for, upon, or by reason of any matter, cause or thing whatsoever, related to (i) EPA Past Response Costs; (ii) Litton Past Response Costs; (iii) any contamination of or hazardous substances released at the Site prior to the effective date of this Agreement; or (iv) any response activities conducted on the Site at any time after the effective date of this Agreement related to any contamination of or hazardous substances released at the Site

at any time prior to the effective date of this Agreement; provided, however, that the release in this subparagraph (iv) is only a release by Litton Systems, Inc. of the other Settling Parties and their respective Releasees' Related Parties, and it is not a release by the other Settling Parties of Litton Systems, Inc. and its Related Parties.

#### **XI. RETENTION OF RECORDS**

31. Until four years after the effective date of this Agreement, each Settling Party shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

32. After the conclusion of the document retention period in the preceding paragraph, Settling Parties shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, Settling Parties shall deliver any such records or documents to EPA. Settling Parties may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties assert such a privilege, they shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other judicial or administrative settlement with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to EPA in redacted form to mask the privileged information only. Settling Parties shall retain all records and documents that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Parties' favor.

33. By signing this Agreement, each Settling Party certifies individually that, to the best of its knowledge and belief, it has:

a. conducted a thorough and good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site, after notification of potential liability or the filing of a suit against the Settling Party regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

#### **XII. NOTICES AND SUBMISSIONS**

34. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to

the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and Settling Parties.

As to EPA:

Thomas Krueger  
Assistant Regional Counsel (C-14J)  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, Illinois 60604-3590

Frederick Bartman  
On-Scene Coordinator (HS-5J)  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, Illinois 60604-3590

As to Settling Parties:

Litton: Litton Systems, Inc.  
1725 Jefferson Davis Highway  
Suite 601  
Crystal Square Two  
Arlington, VA 22202-3585  
Attention: Jill Palmer

with copy to:

Burke, Weaver & Prell  
55 West Monroe  
Suite 800  
Chicago, IL 60603  
Attention: Peter M. Friedman

For notices and communications to Alex, Irwin, and Edward Simkin:

Edward Simkin  
910 Skokie Blvd.  
Suite 203  
Northbrook, Illinois 60062

With a copy to:

Fischel Kahn Ltd.  
190 S. LaSalle Street  
Suite 2850  
Chicago, IL 60603  
Attention: Dan Brusslan

For notices and communications to the MagneTek:

Dennis L. Hatfield  
MagneTek Inc.  
2600 Century Blvd.  
Nashville TN 37229-0159

With a copy to:

Sonnenschein, Nath & Rosenthal  
1301 K. Street, N.W. - Suite 600 - East Tower  
Washington, DC 20005  
Attention: John S. Hahn

For notices and communications to Philips:

Advance Transformer Co.  
10275 West Higgins Road  
Rosemont, IL 60018  
Attention: Rajan T. Chaudry

With a copy to:

Gardner, Carton & Douglas  
Suite 3400 - Quaker Tower  
321 North Clark Street  
Chicago, Illinois 60610-4795  
Attention: Susan M. Franzetti

### **XIII. INTEGRATION/APPENDICES**

35. This Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement. The following appendices are attached to and incorporated into this Agreement: "Appendix A" is a map showing a general depiction of the site; "Appendix C" is a list of payments to be made by the Settling Parties under this Order.

### **XIV. PUBLIC COMMENT**

36. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(l). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

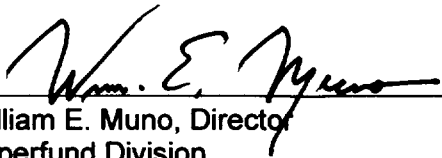
**XV. EFFECTIVE DATE**

37. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 28 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Agreement.

IT IS SO AGREED:

**U.S. ENVIRONMENTAL PROTECTION AGENCY**

Date: 10/27/99

By:   
William E. Muno, Director  
Superfund Division  
U.S. Environmental Protection Agency  
Region 5

EXECUTION COPY

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of [insert U.S. EPA docket number], relating to the Lake Salvage Superfund Site, Chicago, Illinois:

FOR SETTLING PARTY:

ALEX SIMKIN

Alex Simkin; By  
[address] Edward Simkin;  
Agent With Power of Attorney

Date: Oct 8, 1978

By: \_\_\_\_\_

FOR SETTLING PARTY:

IRWIN SIMKIN

*Irwin Simkin*

[address]

Date: OCT. 8, 1998

By: \_\_\_\_\_

FOR SETTLING PARTY:

EDWARD SIMKIN

*Edward Simkin*

[address]

Date: Oct. 8, 1998


By: \_\_\_\_\_




EXECUTION COPY

FOR SETTLING PARTY:

LITTON SYSTEMS, INC., a Delaware corporation  
21240 Burbank Boulevard  
Woodland Hills, CA 91367  
On behalf of itself and Litton Industries, Inc.

Date:   
10.8.96

By:   
Carol A. Wiesner  
Its: Vice President and Controller

EXECUTION COPY

FOR SETTLING PARTY:

**MAGNETEK, INC.**, a Delaware corporation  
2600 Century Blvd., Nashville TN 37229-0159

Date: 10.8.98

By: Dennis L. Mayfield

Its: Avl, Facilities Environment

FOR SETTLING PARTY:

**PHILIPS ELECTRONICS NORTH AMERICA  
CORPORATION**, a Delaware corporation  
1251 Avenue of Americas, NY, NY 10020

Date: \_\_\_\_\_

*10/1/98*

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SAMUEL J. ROZEL  
SR. VICE PRESIDENT**

**APPENDIX A**

**Legal Description of Site**

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT-FIRST DISTRICT

\*\*\* LEGAL DESCRIPTION \*\*\* FRONT

RE: 2531 2537 W LAKE ST  
PI# 16-12-416-014

FRONT

LOTS 13, 14 AND 15 IN BLOCK 3 IN MORGAN'S SUBDIVISION OF PART  
OF THE EAST 33.81 ACRES OF THE SOUTH EAST 1/4 OF THE SOUTH EAST  
1/4 OF  
SECTION 12. TOWNSHIP 39 NORTH, RANGE 13.  
LYING EAST OF THE 3RD PRINCIPAL MERIDIAN  
IN COOK COUNTY ILLINOIS

vv TOTAL PAGE.009 vv

## APPENDIX B

**Schedule of Payments for the Unreimbursed Costs**

Party	Required Payment
Alex, Irwin and Edward Simkin	\$ 41,144.82
MagneTek	\$ 25,000.00
Philips	\$ 10,000.00
Litton	\$ 1,640.33

APPENDIX C

Map of Site

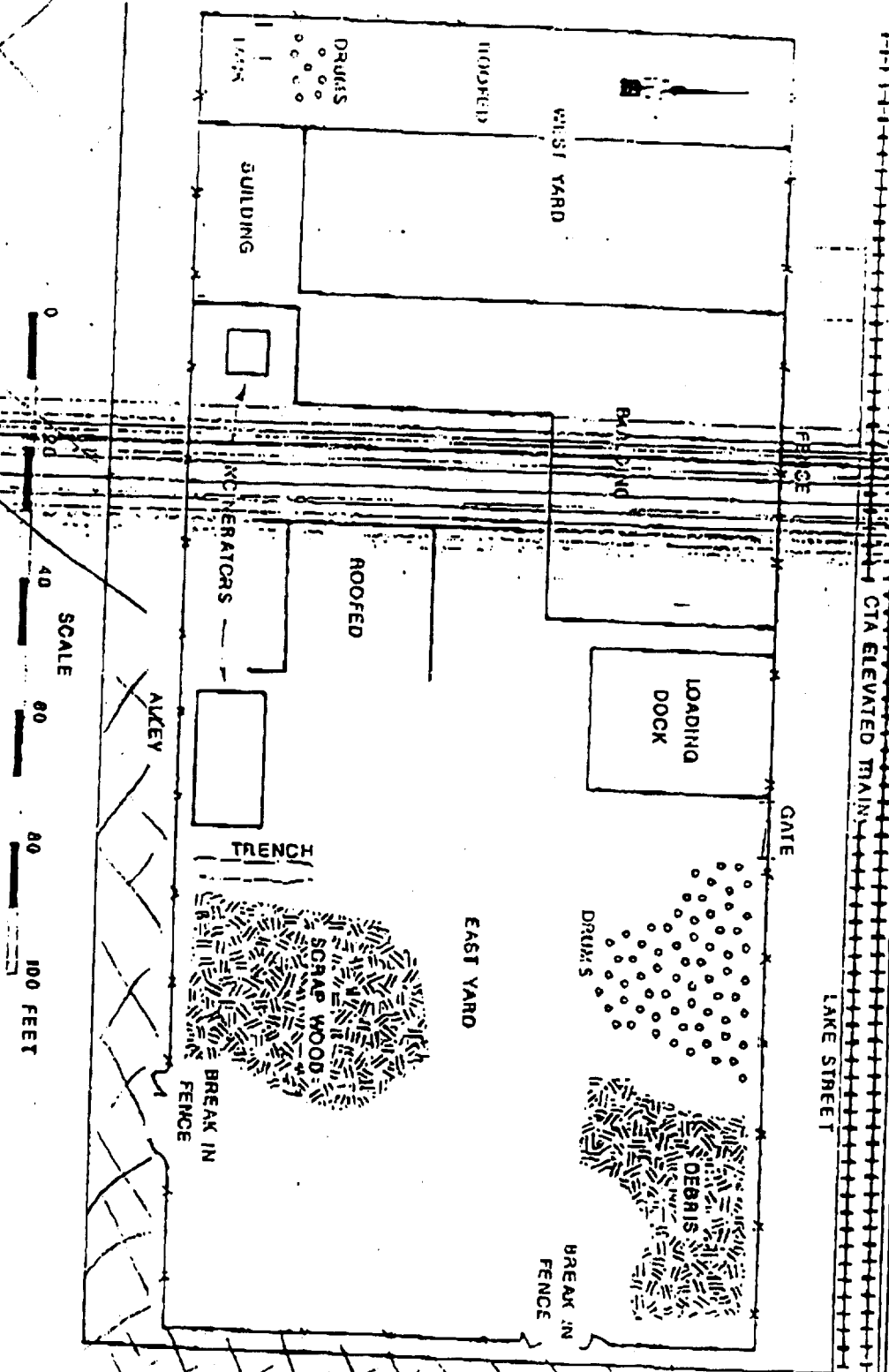


FIGURE 3-1 SITE FEATURES